

STATE OF INDIANA )  
 )  
COUNTY OF HAMILTON )

IN THE HAMILTON SUPERIOR COURT  
SS:  
CAUSE NO.: 29D03-0710-CC-1206

STATE OF INDIANA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
ROD HARDESTY and )  
NATHAN MERTZ, individually )  
and doing business as )  
ADVANCED EXTERIORS, and )  
WINDOWS DIRECT MIDWEST, )  
 )  
Defendants. )

**FILED**  
DEC 10 2008  
*Ray Beamer*  
CLERK OF THE  
HAMILTON SUPERIOR COURT

**DEFAULT JUDGMENT**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants Rod Hardesty and Nathan Mertz, individually and doing business as Advanced Exteriors and Windows Direct Midwest.
2. The Defendants were served with a notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. More than thirty (30) days have passed since Service of Process was made on the Defendants.
4. The Defendants failed to appear, plead, or otherwise respond to the complaint.
5. The Defendant Rod Hardesty is not an infant, incompetent, or in military service.
6. The Defendant Nathan Mertz is not an infant, incompetent, or in military service.



**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants Rod Hardesty and Nathan Mertz, individually and doing business as Advanced Exteriors and Windows Direct Midwest.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendants Rod Hardesty and Nathan Mertz, individually and doing business as Advanced Exteriors and Windows Direct Midwest, their agents, representatives, employees, successors and assigns, are permanently enjoined from engaging in the following:

- a. in the course of entering into home improvement transactions, failing to provide the consumer a written, completed home improvement contract, which includes at a minimum the following:
  - i) The name of the consumer and the address of the residential property that is the subject of the home improvement;
  - ii) The name and address of the Defendants and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
  - x) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
  - xi) A reasonably detailed description of the proposed home improvements;
  - xii) If the description required by Ind. Code § 24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the



- specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- xiii) The approximate starting and completion date of the home improvements;
  - xiv) A statement of any contingencies that would materially change the approximate completion date;
  - xv) The home improvement contract price; and
  - xvi) Signature lines for the Defendants or the Defendants' agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- b. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
  - c. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer and having it signed by the consumer;
  - d. failing to obtain the proper permit or license as required by law prior to performing any home improvement;
  - e. representing expressly or by implication that the Defendants will be able to deliver or complete the subject of the consumer transaction within a stated or



reasonable period of time, when the Defendants know or should reasonably know they cannot; and

- f. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendants know or reasonably should know it does not have.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that judgment is entered for the Plaintiff, State of Indiana, and against the Defendants, Rod Hardesty and Nathan Mertz, individually and doing business as Advanced Exteriors and Windows Direct Midwest, as follows:

- a. cancellation of the Defendants' unlawful contracts with all consumers, including, but not limited to, James R. Snyder, Donald F. Adams, Jeannine Qualls, Rob Page, Mark Friedley, Judith Weaver, Steve Wilson, Bobby Jones, Sherry McGinnis, Mia Kum, James P. Hoff, Kenneth D. Crum, Joe Harris, Julius G. Thompson, Benjamin Awana, Donnie L. Twyman, Chad Saalfrank, Lieng Shanks, Oleg Kheynis, Adelaide Maynard, Henry Wheatley, Rich Cooper, Stan Bright, Raymond and Erin Spencer, Dennis Sandefur, Larry A. Dean, Linda Vannatta, Jon R. Robbins, Joseph B. Okey, Lucy Murphy, Chris Johnstone, Luis Montes, and Dale Wood, pursuant to Ind. Code § 24-5-0.5-4(d);
- b. consumer restitution, pursuant to Ind. Code § 24-5-0.5-4(c)(2), in a total amount of Forty Four Thousand One Hundred Sixty Eight Dollars (\$44,168.00): for the benefit of the following consumers in the following amounts:
  - i. James R. Snyder                      \$6,050.00
  - ii. Donald F. Adams                      \$430.00



iii. Jeannine Qualls	\$348.00
iv. Rob Page	\$695.00
v. Mark Friedley	\$1,485.00
vi. Judith Weaver	\$717.00
vii. Steve Wilson	\$522.00
viii. Bobby Jones	\$868.00
ix. Sherry McGinnis	\$2,249.00
x. Mia Kum	\$1,800.00
xi. James P. Hoff	\$1,972.00
xii. Kenneth D. Crum	\$1,250.00
xiii. Joe Harris	\$1,110.00
xiv. Chad Saalfrank	\$2,562.00
xv. Julius G. Thompson	\$522.00
xvi. Benjamin Awana	\$379.00
xvii. Donnie L. Tywman	\$696.00
xviii. Lieng T. Shanks	\$1,342.00
xix. Oleg Kheynis	\$1,837.00
xx. Adelaide Maynard	\$716.00
xxi. Henry Wheatley	\$1,604.00
xxii. Rich Cooper	\$1,400.00
xxiii. Stan Bright	\$1,600.00
xxiv. Raymond and Erin Spencer	\$2,604.00
xxv. Dennis Sandefur	\$1,125.00



xxvi.	Larry A. Dean	\$1,099.00
xxvii.	Linda Vannatta	\$1,000.00
xxviii.	Jon R. Robbins	\$409.00
xxix.	Joseph B. Okey	\$1,200.00
xxx.	Lucy Murphy	\$1,250.00
xxxi.	Chris Johnstone	\$522.00
xxxii.	Luis Montes	\$1,000.00
xxxiii.	Dale Wood	\$1,805.00

- c. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action in the amount of One Thousand One Hundred Seventy Five Dollars (\$1,175.00);
- d. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Thousand Dollars (\$500,000.00) payable to the State of Indiana; and
- e. on Count III of the Plaintiff's Complaint, civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Fifty Thousand Dollars (\$50,000.00) payable to the State of Indiana.

**A total monetary judgment in the amount of Five Hundred Ninety Five Thousand Three Hundred Forty Three Dollars (\$595,343.00) shall therefore be entered in favor of the**

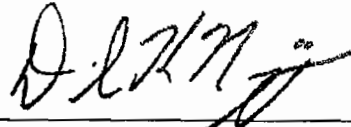


**Plaintiff, State of Indiana, and against the Defendants Rod Hardesty and Nathan Mertz,  
individually and doing business as Advanced Exteriors and Windows Direct Midwest.**

All of which is **ORDERED, ADJUDGED, AND DECREED** this 10 day of

December

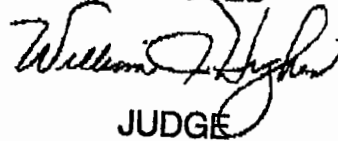
, 2008.



~~Judge~~, Hamilton County Superior Court

MAGISTRATE

APPROVED



JUDGE

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